

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-08-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-08-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	45 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South Eastern Railway
कार्यालय का नाम/Office Name	Pcee Ser
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sanjaya.samal7@gov.in Buyer Email id: shashi.kant25@gov.in
वस्तु श्रेणी /Item Category	Goods Transportation service - Monthly Based Service - Outside state; TRD Material and Men; Open Body Taurus
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	2880000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	57600

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

PFA/SER/GRC

PFA/SER/GRC/Kolkata - 700043.

(Pfa/ser/grc)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

X number (up to 100%) of vehicles demanded should have been provided in the past year to government agencies:NA

X % (up to 100%) of vehicles demanded should have been provided in a single contract to a

government agency in the past three years:NA

Minimum X years (up to 5 years) of experience in related field:1

Geographic Presence in XX States:West Bengal, Jharkhand and Odisha.

X number (up to maximum number of vehicles demanded or 30, whichever is lesser) of drivers demanded should be on payroll of Service Provider:NA

X number (up to maximum number of vehicles demanded or 30, whichever is lesser) of fleet of vehicles demanded should owned by Service Provider:NA

Additional SLA:NA

Scope of Work:[1785916845.pdf](#)

Goods Transportation Service - Monthly Based Service - Outside State; TRD Material And Men; Open Body Taurus (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Transport	Outside state
Nature of Goods	TRD Material and Men
Type of Truck	Open Body Taurus
Size / Weight of vehicle	16 FT Truck
Usage Variant	Round the Clock every day (24X7) & 2500km per Month
Area of Operation	Plains
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Handling	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles for regular basis	अतिरिक्त आवश्यकता /Additional Requirement
-------------------	--	-------------	--	---

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles for regular basis	अतिरिक्त आवश्यकता /Additional Requirement
1	Vivek Kumar	721301,Office of DRM, Kharagpur, West Bengal.	1	- Total No. of Trucks required – On call basis (If not required please input 0) : 0 - Estimated Number of Trips during contract Period : 600 - Duration in months (for the trucks required on call basis) : 0 - Duration in months (For Regular basis) : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

PFA/SER/GARDEN REACH, KOLKATA

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

PFA/SER/GARDEN REACH, KOLKATA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of

PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms & Conditions (ATC)

Documents required for the tenderers in this proposed Bid:-

- a) **Mandate form** to be submitted by tenderer with this Tender document duly verified from the bank (in the Performa as per **Annexure-B**).
- b) **PAN** details should be uploaded by tenderer.
- c) The tenderer must upload a copy of **GSTIN Registration No.** with the Tender document.
- d) The intending Tenderer should possess valid **Vehicle Transport License** issued by Govt. Authorities & upload a copy of the same with this Tender document.
- e) The Tenderer shall **clearly specify whether the tender is submitted on his own or on behalf of a partnership concern**. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of **partnership deed** along with the Tender and **authorization to sign the Tender documents on behalf of partnership firm**. If these documents are not enclosed along with Tender documents, the Tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- f) **INDEMNITY BOND:** The intending tenderer shall furnish an indemnity bond (in the Performa as per **Annexure-C**) for an amount of Rs. 50 Lakhs for the cost of transit materials during the currency of contract. The Indemnity Bond is required for any losses, damage to Railway materials arising out in consequence to the operation on his part or on the part of the staff as driver, cleaner or any other accompanying staff etc. whatsoever. Any loss/ shortfall/damage/theft to Railway property during the transportation will be responsibility of the contractor. The cost of that loss will be recovered from the contractor. The indemnity bond shall be executed on a non-judicial stamp paper of Rs.100/-certified by an Advocate/ Notary and shall be signed by the proprietor or partners of the agency.
- g) In case there is any contradiction between General Terms & Conditions

(GTC), Service Level Agreement (SLA), Special Terms & Conditions (STC) and Tender Specific Additional Terms & Conditions (ATC) of contract/Tender document, the Tender Specific Additional Terms & Conditions (ATC) of contract/Tender document shall prevail.

Annexure-B

Format for Mandate Form

MANDATE FORM

BY

VENDOR/CONTRACTOR FOR EFT / ECS / RTGS / NEFT PAYMENT

1. NAME OF THE FIRM/PERSON/PARTY:
2. ADDRESS:
.....
.....
3. PHONE No. MOBILE No.: FAX No.....
4. E-MAIL Address.
5. I.TAX PAN No.
6. TIN No. VAT Registered No. /Sales Tax Regd. No.
...
7. GST Regd. No.
8. PARTICULARS OF BANK ACCOUNT:
 - a. BANK NAME:
 - b. BRANCH:
 - c. BANK ADDRESS:
 - d. BANK ACCOUNT No. :
 - e. BANK TEL. No. :FAX No.
 - f. BANK'S MICR CODE:
 - g. BANK'S IFS CODE:
 - h. ACCOUNT TYPE: SAVINGS / CURRENT /

(b) DECLARATION BY THE PARTY: I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the user institution i.e. S.E.Railway will not be held responsible. I have understood the scheme and agree to discharge the responsibility for which I am liable as a participant under the scheme.

This Mandate Form should be treated as an application for the purpose of

- (i) Refunds of EMD / S.D and /or
- (ii) Any due payments made by Railways.

**Date:
party with Stamp**

Signature of the

(c) Certified that the particulars of Bank Account furnished above are correct as per our records.

**Bank's Seal
Official of the Bank**

Sig. of the authorized o

N.B.: One cancelled cheque / photocopy of the cheque is to be enclosed (where the cheque doesn't carry IFS code, an attestation from Bank attesting the IFS code should be given.)

ANNEXURE-C

INDEMNITY BOND

(To be executed in Non-Judicial Stamp paper)

To
The President of India, Acting through PFA,
South Eastern Railway,
Garden Reach, Kolkata - 43

KNOW ALL MEN BY these presents that we, M/s _____ a company incorporated under the Indian Companies Act, having our registered office at _____ and carrying on trade and business at _____ District _____ in the State of _____, represented by _____ (herein after called the Obliger) are held firmly bound unto the President of India (herein after called the S.E.Rly. Administration) in the sum of Rs _____ (Rupees _____) to be paid to the S. E. Railway Administration for which we hereby bind ourselves for the whole our and each and every of our Executors, Administrators, representatives and assignees unto the S. E. Railway, Administration firmly by these presents dated this ____ day of _____ two thousand__.

Whereas the Obliger has received the materials as per Schedule below from the Sr. Divl. Electl. Engineer (TRD)/Kharagpur of the S. E. Railway Administration for the purpose of _____

For which an order no. _____ dated _____ has been pledged with the obliger by the Sr. Divl. Electl. Engineer(TRD)/Kharagpur of the S. E. Railway Administration and has entrusted the obliger with the said materials as per schedule below on condition that the obliger shall be entirely responsible for the safe custody and protection of the materials as per schedule against all risks till they are delivered duly _____, and fit to be put into service and shall indemnify the S. E. Railway Administration against any loss, damage or deterioration whatsoever in respect of the said materials while in the obliger's custody and possession and against disposal of surplus materials AND the said materials shall at all times be open to inspection by any officer authorised by the S. E. Railway.

AND further conditions of the above written bond or obligation are such that, should any loss, damage or deterioration of materials occur, the S. E. Railway Administration shall be entitled to recover from the obliger full cost of the materials valued at Rs. _____ (Rupees _____) as stated without any prejudice to any other remedies by reduction from any sum due or any sum which at any time hereafter becomes due to obliger under the above order and/or contract or any other contract and if the obliger shall at all times hereafter pay or refund to the S. E. Railway Administration the said sum of Rs. _____ (Rupees _____) together with all costs, charges, expenses and interests etc. shall otherwise indemnify and save harmless and kept indemnified the S. E. Railway Administration on account of the aforesaid entrustment of materials of the S. E. Railway Administration as per schedule to the obliger.

THEN IN SUCH case the above written bond of obligation shall be void and of no effect, otherwise the same shall be and remain in full force and virtue.

SCHEDULE OF MATERIALS.

(Nos. _____)

(_____ numbers) Signature and Design

_____ nation of authorised Representative of the Contractor.

In the presence of:

Witness :

Address :

A) TERMS & CONDITIONS

1. **Name of Work:** - "Goods Transportation Service - Monthly Based Service - Outside State; TRD Material and Men; Open Body Taurus" for Transportation /Shifting of materials for day to day maintenance of TRD assets as well as attending breakdown restoration work under Kharagpur Division for 02 (Two) years.
2. **Consignee of the work:** - Work will be executed/service to be delivered at Kharagpur under the supervision of SSE/RRD/KGP, Near Kharagpur Railway Station, PO-Kharagpur-721301- West Bengal.
3. **Schedules of timings:** - The contractor shall provide vehicle along with driver, fuel and consumable etc. for round the clock every day i.e (24*7) & 2500km per month during the currency of the contract.
4. **Earnest Money:** - The bidders shall be required to deposit earnest money with the bid for the due performance with the stipulation to keep the offer open till such date as specified in the bid, under the conditions of bid. Earnest money shall be as under-
 - (i) For the value of the work /services estimated to cost up to Rupees 1 crore, the value of EMD will be 2% of the estimated cost of the work.
 - (ii) For the value of the work /services estimated to cost more than Rupees 1 crore, the value of EMD will be Rupees 02 lakh plus ½ % (half percent) of the excess of the estimated cost of work beyond Rupees 1 crore subject to maximum of Rupees 1 crore.
5. **Performance Guarantee:** - Performance guarantee at a rate of 5% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value in four separate parts of 1.25 % each of the contract value, within 30 (thirty) days from the date of issue of Contract. Extension of time for submission of PG beyond 30 (thirty) days and up to the date of submission of PG from the date of issue of Contract may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of Contract. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of Contract, a notice shall be served to the contractor to deposit the

PG immediately however not exceeding 90 days from the date of issue of Contract). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of Contract, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute. The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 5% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

6. Variations in Quantities of items of contract - Railway reserves the right to vary the quantities of the Service in excess of or less than the agreement quantity in following procedure: -

- a) Individual NS items in contracts shall be operated with variation of plus or minus 25 percent and payment would be made as per the agreement rate. For this, no finance Concurrence would be required.
- b) In case an increase in quantity of an individual item by more than 25 percent of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125 percent of the agreement quantity subject to the stipulation of MSOP-Works matter para 9.
 - I. Quantities operated in excess of 125 percent but up to 140 percent of the agreement quantity of the concerned item, shall be paid at 98 percent of the rate awarded for that item in that particular tender.
 - II. Quantities operated in excess of 140 percent but up to 150 percent of the agreement quantity of the concerned item shall be paid at 96 percent of the rate awarded for that item in that particular tender.
- c) Unused Kilometers (KM) in a month will be carried forward up to the next six months. They will be added up cumulatively. In case of excess running in a month, the surplus kilometers will be adjusted from carried-forward kilometers or in upcoming months

7. Submission of Bill/Tax Invoice: -

- a) Contractor will be allowed to raise bills against individual scheduled items for the number of days vehicles provided by the contractor at accepted rate. The Accepted rate of the scheduled item will be calculated by taking accepted value of contract with respect to percentage of rate of Department value. No bill will be admissible for non-supply/shortfall in supply of service. Moreover, in case quality of service is not satisfactory, penalty will be imposed on the billed amount as per provisions under the penalty clause.
- a) Bills may be raised on monthly basis. After completion of every month of delivery period, contractor or will submit bill to SSE/RRD/KGP by 7th day of completion of quarter for certification. The concerned Consignee will prepare the Measurement Book (MB) for 100% certification of work performed. Further any Penalties/deductions for that quarter will be imposed by the concerned authority. The contractor will agree with the measurement on the MB. The Measurement will be 20% test checked by DEE/TRD/KGP before bill is cleared for payment by Sr.DEE/TRD/KGP.
- b) GST is to be claimed by the contractor as per place of work and not as per address of the consignee.

8. Mandatory Deductions:-The following statutory deductions will be deducted from the payment to be made to the contractor:-

- a) Income Tax @ 2% & TDS @ 2% of basic value.
- b) Conservancy Cess as per the latest prevailing rate depending upon the No. of labour employed by the tenderer.
- c) Any other tax as levied by Central and State Government from time to time.
- d) The above taxes are indicative and may vary as per applicable tax laws from time to time. Any

penalty if attracted, as indicated in clause, will also be deducted along with the rate of that item (if any) from the monthly payments.

9. Measurement of work: - A logbook will be supplied by Railways to the contractor for record of the movements of the vehicles. The logbook will be signed/certified on daily basis by the contractor or his representative and the concerned Consignee.

- a) Measurement Book shall be maintained by the concerned Consignee on the basis of actual movements of the vehicle and the same must be signed/certified by the contractor or his representative and the concerned Consignee.
- b) 100% work will be checked by the concerned Consignee (SSE/RRD/KGP) and 20% of the same will be test checked by DEE/TRD/KGP.
- c) Failing the contractor's attendance, the service may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the contractor whether or not he shall have signed the measurement books.

10. Penalties:- The work is related with safe movement of trains and to maintain smooth operation of train services. A single day's non-supply of vehicle/driver will adversely affect the above work.

Sr. Divl. Elect. Engineer/TRD/KGP or his authorized Railway Official shall impose any or all of these penalties for non-supply of vehicles by the contractor. Decision of Railway shall be final and binding on contractor.

(i) If the vehicle is not available due to out of order or any other cause, an alternative vehicle in good condition should be temporarily made available to the Railways, failing which a penalty of Rs. 5000/- per day will be imposed.

(ii) If the vehicle is not available to the Railways for a day or part of a day, fixed charge for that day will not be paid and also a penalty of Rs.5000/- per day will be imposed on the contractor for it.

11. Payment Terms: - Payment of contract's bill will be made to the contractor on the basis of number of days/months vehicle provided by the contractor duly certified by the SSE/RRD/KGP or his authorized representative.

- (i) Rate of schedules will be calculated by taking accepted value of contract with respect to percentage of rate of Department value.
- (ii) Payment will be made through RTGS/EFT/ECS/STEPS for which contractor has to be submitted the details of his Bank Account in Vender Mandate Form. The mode of payment is the discretion of Railway administration and is binding on the contractor.
- (iii) Payment of contract bill shall be realized monthly basis.
- (iv) Document for proof of payment of GST is to be submitted by the contractor along with the next Bill.
- (v) Bill should be submitted along with necessary documents of labour laws e.g. payment of P.F., ESI, etc. if applicable.
- (vi) No PVC is applicable for this contract.

Sr. DEE/TRD/KGP is the bill passing authority and **Sr. DFM/KGP** is the bill paying authority.

Note: - If any bidder fails to submit relevant /supporting documents, which is mandatory to upload, the offer may be rejected without any further reference. No clarification will be allowed for submission of mandatory documents.

B. Special Conditions

1. The rates and description of works are mentioned herewith is inclusive of GST as applicable in the latest GST norms.

2. TAX DEDUCTION: 2% Income Tax will be recovered from the bill in accordance with section 1204C of the Income Tax Act 1961 as introduced through finance act of 1972, 1% TDS on CGST & 1% TDS on SGST or 2% on IGST and GST as applicable will be recovered as per GST Act 2017 or as amended from time to time.

o time. Conservancy cess (where applicable) on number of labour is also recoverable if the site of work falls under the Railway settlement limit.

3. The intending Tenderer should possess valid Vehicle transport License issued by Govt. Authorities.

4. The vehicle should be registered in favour of the proprietor Himself /partner/private company/limited Company in case of sole proprietor/partnership/private company/limited Company. The attested Xerox copies of the registration particulars should be submitted to this office as and when asked or within 10 days before commencement of the work.

5. The vehicle should be insured as 1st party (i.e. the vehicle should be insured against accident etc. as per rules and statutory obligations). The tenderer should produce Xerox copy of registration particulars of vehicle, valid road tax paid voucher and valid 1st party insurance certificate within 10 days before commencement of the work or/and when asked by this office.

6. Type of Vehicle required: The Type of truck should be of **“Open Body Taurus”, Sub Type 1 6 FT Truck** with dimensions as **H=2134mm, L=4877mm, W=1981mm**. The vehicle should be registered for material cum passenger carrying Multi Utility vehicle as per RTO rules with proper insurance. **And the vehicle should have valid All India Permit to ply over the state of West Bengal and outside.** The Vehicle should be **at least 02 sitting passengers {i.e. 2 + 1 (Driver) = 3 seater}** MUV type vehicle (**Preferably Diesel variant of Tata T9 Ultra, Tata 912 LPT, Eicher Pro, SML Isuzu Samrat**) as uploaded in GeM Bid document in excellent condition and should not be more than 02 (Two) years old and should have run less than **25,000 kms. The vehicle should preferably be manufactured during the year 2021, 2022, 2023, 2024, 2025 and 2026.** The vehicle should conform to National Pollution Control Norm and must comply with **Bharat Stage VI (BS-VI/BS6) emission standards**. Vehicle should be offered for inspection prior to commencement of contract and get approved for its conformity to the specification prescribed by the Railway Authority.

7. The vehicle offered by the contractor should have valid permit/license issued by the concerned authority permitting to use the vehicle on hire and the contractor shall be responsible for obtaining the same. Railways shall not accept any liability whatsoever in this matter. The vehicle should be permitted as per RTO rules as a Material cum passenger carrying Multiutility vehicle with proper insurance. The contractor shall at his own cost arrange all road permits, permission/approval from any authorities whatsoever, in connection with plying the vehicle. Contractor shall submit such certificate for the vehicle to be used in the contract, before using such vehicle. The contractor shall submit the detail of the vehicle before entering into agreement/acceptance viz. And documents related to registration/insurance/fitness of the vehicle are to be submitted before providing the vehicle for this hiring service (i.e., Photocopies duly attested of the above documents are to be submitted to the Railway).

8. SSE/RRD/KGP will be the Consignee for this work.

9. The vehicle should be in an excellent condition and fit to ply on any road condition. This condition should be fulfilled by submitting authentic document (should be from RTO) before putting the vehicle in service to Railway. Even after submitting the above certificate if anytime railway administration finds any deficiency in the vehicle, railway reserves the right to demand for immediate replacement of the vehicle without any time loss for transportation of Maintenance Supervisors and Maintenance Staffs or any Railway Personnel as directed by Railway Administration.

10. The contractor is required to maintain the vehicle in excellent condition at his own cost. The vehicle should be subject to monthly inspection by suitable Railway Authorities. The deficiencies pointed out by the railway representative will have to be rectified by the contractor. The vehicle should be cleaned thoroughly daily.

11. Speedometer with kilometer reading should be working perfectly during the period to record KM reading in each starting and finishing of a journey.

12. Standby vehicle should be kept spare for use during the time of breakdown of the existing vehicle. In the event of non-availability of vehicle due to any reason as breakdown etc. Penalty charges per day or part thereof will be deducted from the Contractor's bill for each such instance. Refer penalty clause for penalty.

13. The rates should be **inclusive of driver/staff salary, other elements of wages, levies, imposition, handling charges etc. what-so-ever applicable and all sales tax, commercial tax, income tax, GST, lead, lift, royalty, loading, unloading transportation, Toll Tax, Parking fee or Entry Taxes payable locally or outstation etc. and all other charges** leviable by the Government (Central & State) from time to time.

14. The tenderer should ensure the payment of deployed staff by 1st week of every month. Release of payment from railway side may delay due to various departmental processes which may not hamper the

labour payment, it should be ensured by the tenderer. Any discrepancies regarding labour payment, railway will not be liable for any dispute and settlement to be done as per labour rule by the tenderer. Any delay in payment to deployed staff by the tenderer except, in unavoidable circumstances, the railway administration have right to impose and/or act for penalty/termination of contract or any other clause that deemed fit by the competent authority i.e. Sr.DEE/TRD/KGP without prior notice.

15. Delay in payment or nonpayment of the contractors bill will under no circumstances be accepted as an excuse for contractors' failure to carry out the work as per the terms and the condition of the contract satisfactorily.

16. Contractor has to safeguard the vehicle against theft, pilferage, damage etc. till the completion of the contract and Railway will not be responsible against theft, pilferage, damage etc.

17. The contractor has to attach the scan copy the documents as asked with this tender notices.

18. The contractor shall at his own cost maintain sufficient no. of drivers who must carry valid driving license all the time. The driver should be in neat and clean uniform. The contractor shall be responsible for satisfactory service of the driver. In any case the Railway Administration is not satisfied with the conduct of any driver provided by the contractor the contractor shall have to replace the driver on being advised by the Railway Authority.

19. In case of any accident the contractor will have to take all liabilities. No compensation will be made by the railway authority. The contractor shall be responsible for safe running of vehicle. Railway administration shall also not be responsible for any loss, damage, repair maintenance or accident to the vehicle or driver.

20. Moreover, The Railway administration is not liable to pay any compensation/fine arising out of accident or otherwise.

21. In case any deputed staff by the contractor is being seriously injured / meet an accident while working, the contractor will be totally responsible to provide medical assistance to such employee of the contractor immediately and if any staff will meet with casualty while working, Railway Authority will not be responsible at any moment and railway administration will not provide any claim against the Same.

22. The contractor has to do the work as per schedule and same will be ensured and certified by SSE/RRD/KGP. Payment to the contractor shall be done on **Monthly Payment Basis**. Contractor will maintain one log book for every month in which the details of KM run of every trip, starting KM reading, finishing KM reading of each trip will be recorded with date and time and with clear signature of the user. At the end of the month this register will be checked and verified by SSE/RRD/KGP and should be signed on each page by the contractor and as well as SSE/RRD/KGP for preparation of bill.

23. The contractor has to provide attested copies of valid driving license and bio-data of all the drivers deputed for vehicle, well in advance to Railway Administration. Contractor should issue name plate/ I-cards indicating name and designation of the staff & indicating the name of the firm duly signed in by the staff and Bidder(s) & by authorized representation of Sr. DEE/TRD/KGP after approval of competent authority, should be worn by such staff while driving.

24. All deputed staff by the contractor will be responsible for their proper behavior with Railway Staff. If misbehavior or incidence will take place by contractor staff, competent authority will have right to impose penalty for such incidence and such employee shall be removed. In that case, the contract may be terminated by the competent authority if necessary.

25. Applicable income Tax will be deducted as per schedule rate from contractor's monthly bill.

26. The contractor must acquaint himself with the present system of working before submitting his proposal. The tenderer/s should also satisfy himself / themselves thoroughly about the site of the work and the local conditions liable to be encountered during the execution of works are taken into account before submitting his/their tender.

27. The Railway Administration shall not be liable to pay any extra charges except the accepted rates. No extra toll tax, parking fee or entry taxes payable locally or outstation, night charges will be paid by Railway.

28. The rates quoted shall be FIRM and shall include all statutory obligations on the part of the contractor.

29. The quoted rates should be inclusive of all taxes where applicable including GST (Goods and Service Tax) as applicable (as per extant rule) as per the present prevailing rates and other charges as imposed by the State Government/Central Government. Any changes in GST will be applicable as per the Govt. directives.

30. If any dispute arises in this contract competent authority will have the power to dispose all the disputes.

putes which will be final and binding on the contractor.

31. For regularizing the payment to the contractor by the railway administration, there may be chances that it may take two to three months for paper works, so the contractor should make their own arrangements for regular payments to the staff engaged by him/them.

32. Weekly Rest, compensatory rest, leave etc. for the manpower engaged by the contractor shall be arranged by the contractor at his own cost and the rates shall be quoted accordingly.

33. Price escalation will not be admissible for increase in any price of any other items, like lubricant oil, i.e. Mobil Oil, brake oil, spare parts etc. Any request submitted by the tenderer asking price escalation for any other item will not be considered by the Railway Administration. The costs of these items are expected to be included in the schedule. The administration reserves the right to evaluate such tenders without any reference to the tenderers.

34. The contractor shall be responsible for compliance of all regulations and restrictions imposed by under the current motor vehicle act as applicable for hiring.

35. The Deployed vehicle must always be ready after each trip to move round the clock 24x7 hours and movement will be done immediately without any delay as per the instruction of the DEE/TRD/KGP or S SE/RRD/KGP or any Competent Authority working under Sr.DEE/TRD/KGP.

36. The contractor shall engage his/her/ their staff on all days including Sundays and Holidays to run the vehicle round the clock.

37. Ordinarily the excuse of the reason for cancellations being beyond the contractor's control would not be accepted and Railway administration's decision in this regard would be final. The Railway Administration reserves the right to hire another vehicle/vehicle at the prevailing market rate for discharge of work as defined in this contract and recover the expenditure from the defaulting contractor's security deposit/performance guarantee/performance security/Contractor's Bill available with the Railways.

38. Proper log book shall be maintained by the driver on day-to-day basis and got signed by the officer in charge indicating the exact Kms, which shall make the basis of payment to the contractor.

39. Liability against risks/claims: The contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract. In respect of all staff engaged by him, the contractor shall be solely responsible against all claims under workmen's compensation act and labour contract act. etc to its workers/dependents.

40. Any damage/theft/loss caused to Railway property due to negligence, carelessness on the part of the staff employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, Railways shall be within their rights to affect necessary recoveries from the contractor's bill and through other means as per the law.

41. In case of repeated failures or unsatisfactory performance the railway reserves the right to terminate the contract in accordance with the laid down conditions and forfeit the entire security deposit/performance guarantee/performance security of the contractor.

42. No space, water, electricity, materials and other items if any will be provided by Railway to execute this work. The tenderer will make his own arrangement for housing his own labour and stores of materials. No accommodation shall be provided by the railway in this connection.

43. Railway is not liable to pay anything extra on account of idling of the contractor's labour under any circumstances.

44. No Railway passes/concession tickets for men and materials will be granted to the contractor under any circumstances.

45. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his/their tender.

46. As Labour rates increase by Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner(C)/New Delhi from time to time, will be effective during the contractual period. The contractor should take into account the labour rate escalation /variation, ESIC, PF deposit etc before quoting the rates and must pay accordingly to all the labors employed. No claim for additional payment/variation on this account shall be entertained. The contractor should ensure payment of wages and other remunerations to its labors as per existing Labour Laws and rates and norms.

47. The scope of work, all STCs & all ATCs will be implemented by the contractor.

48. It is to be clearly understood that the schedule of item and quantities are only a rough assessment. The Railway Administration reserves the right either not to award any or all the works to the contractor

or to increase or decrease the volume of work to the contractors without assigning any reasons for any such curtailment or increase in the volume of work and contractor will not be entitled to any compensation what-so-ever.

49. The Contractor should ensure that the person employed by him does not have any criminal background & political affiliation.

50. The Railways representative shall have the authority to advise the contractor to remove or replace any workman/men whom he considers incompetent, unsuitable or otherwise.

51. During duty hours if any accident/mishap happens with the contractor's staff then he will be fully responsible for it. In case any deputed staff by the contractor is being seriously injured /meet an accident while working, the contractor will be totally responsible to provide medical assistance to such employee of the contractor immediately and if any staff will meet with casualty while working, Railway Authority will not be responsible at any moment and railway administration will not provide any claim against the Same.

52. Special Clause: The Contractor may be advised to dis-continue the subject contract at any time during the course of tender period due to implementation of any new system or exhausters of the relevance of the work related to the subject tender as per the order of Competent Authority.

53. The Railway Administration reserves the right to terminate the contract at any given point of time if it is noticed that the contractor is unable to carry out the work. And administration will be entitled to engage another contractor/local labour or departmental employee with the prevailing rules.

54. Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Service Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act, 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Government & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

55. The tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

56. The Contractor should possess valid Commercial Registration number, commercial permit and road tax issued by Govt. Transportation Authorities (i.e., valid registration of the vehicle under commercial category issued by Govt. of West Bengal or any other state).

57. For all the items of the Schedule, unless otherwise specified in the schedule of items, the rate quoted by the Tenderer includes (a) All Labour, Tools, Plant, Equipment and Machinery etc. (b) All lead, lift, ascent, descent, jungle clearance and making approach roads etc. (c) Loading, unloading, handling, re-handling and transportation of Railway Materials from the Railway Depot to site of works and vice versa. (d) All Royalty, octroi and other necessary taxes on materials and products.

58. Payment will be made in favour of the firm and the same payment will be made through NEFT/RTGS after filling up of the Measurement Book by Railway nominated supervisor/consignee duly following necessary formalities. On Account payment will be made **monthly**. Consignee i.e., SSE/RRD/KGP nominated authority of Sr.DEE/TRD/KGP will be the overall coordinator for activities of the said work who will certify about the quantity & quality of work undertaken by the contractor.

59. The staff provided by the Service Provider shall not be deemed employees of the railway hence the compliance of the applicable labour laws and acts i.e The Minimum Wages Act, Payment of wages Act P.F, ESIC Act, Payment of Bonus Act, Contract Labour (R&A) Act and Other relevant laws will be sole responsibility of Tenderer/Contractor and railway will no way be responsible for any violation or liabilities in this regard.

60. Labour Laws: - Violation of labour Laws and other important legislations/ provisions passed in favour of labours is not acceptable. Thus it is advised that the Contractor must strictly adhere to all the Labour Laws like Payment of wages act-1936, Minimum Wages Act-1946, Contract Labour (Regular and Abolition) Act-1970, and The Employees Compensation Act-1923, Hours of employment Act, Employee state Insurance (ESI) act-1948, Employees Provident, and Fund & Miscellaneous Provisions Act-1952 which have been amended from time to time.

61. Updation of Labour data on Railway's Shramik Kalyan Portal by contractor is mandatory as per Rai

lway Board's Letter no- 2018/CE-I/CT/4, dated: 17/10/18. As per Railway Board's Letter no- 2018/CE-I/CT/4, dated: 17/10/18, it is mandatory that the contractor shall submit a certificate to the Engineer/Consignee of his/their representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year" while processing payment of any "On Account bill" or Final bill" or release of 'Advances' or Performance Guarantee/ Security deposit'.

62. If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

63. In cases, where performance or/and quality of services is/are found to be dissatisfactory, Manager or his representatives shall impose penalty as mentioned in bid document, subject to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document. **Amount of penalty liable to be imposed will be Rs.5000/- per day or part of a day.**

64. The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% of the contract value - (a) A deposit of cash; (b) Irrevocable Bank Guarantee; (c) Government Securities including State Loan Bonds at 5% below the market value; (d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks; (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks; (f) A Deposit in the Post Office Saving Bank; (g) A Deposit in the National Savings Certificates; (h) Twelve years National Defense Certificates; (i) Ten years Defense Deposits; (j) National Defense Bonds and (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO (free from any encumbrance) may be accepted. Note - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

65. The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.

66. Police Verification of Labour employed by Contractor: The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. Furthermore, it is informed that the process for Police Verification has now been made online by most state police forces. Individuals can now submit applications for PV through the online portal digital police.gov.in, where police verification reports are generated following the standard procedure by the respective police authorities. It is strongly recommended that contractors be directed to use this digital platform for getting police verification of their staff conducted to ensure uniformity across Indian Railways. For those states, where the process of Police Verification has not been made online, police verification should be submitted in the Performa/format circulated vide RB letter no. 2020/Sec(CCB)/45/50/Misc. dated 29.01.2020.

67. A name plate of suitable size is required to be made and fitted on the front of the vehicle by clearly mentioning 'On Duty, Ministry of Railway, Govt. of India'.

68. The driver must have the valid driving license, must possess good driving skill, obedient and courteous. Driver should not be suffering from hyperhidrosis or any other medical conditions resulting in foul body odour. Medical Certificate to this effect should be provided. The driver must be literate, having good knowledge of roads, navigation skills and familiarities with traffic rule and regulations and should be able to communicate properly. He should also be able to do the day-to-day maintenance of the vehicle's cleanliness and functionality. Driver must have adequate control and patience and remain calm and composed even in stressful traffic situations and should never be a part of road rage or reckless driving.

N.B. In case there is any contradiction between General Terms & Conditions (GTC), Service Level Agreement

ent (SLA), Special Terms & Conditions (STC) and Tender Specific Additional Terms & Conditions (ATC) of contract/Tender document, the Tender Specific Additional Terms & Conditions (ATC) of contract/Tender document shall be followed.

6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

7. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

SCOPE OF the WORK

1. **Name of Work:** - “Goods Transportation Service – Monthly Based Service – Outside State; TRD Material and Men; Open Body Taurus” for Transportation /Shifting of materials for day to day maintenance of TRD assets as well as attending breakdown restoration work under Kharagpur Division for 02 (Two) years.
2. **Consignee of the work:** - Work will be executed/service to be delivered at Kharagpur under the supervision of SSE/RRD/KGP, Near Kharagpur Railway Station, PO-Kharagpur-721301- West Bengal.
3. **Schedules of timings:** - The contractor shall provide vehicle along with driver, fuel and consumable etc. for round the clock every day i.e (24*7) & 2500km per month during the currency of the contract.
4. **Scope of the work:** The price shall cover hiring charges of 01 (One) Number – Goods Transportation service – Monthly Based service – Outside state; TRD material and men: Open Body Taurus as described in GeM-Bid document per day for 24 (twenty-four) months. The vehicle should have **All India Permit**. It includes expenses towards driver’s payment, **Road Tax**, Insurance fee, Maintenance cost, **Toll Tax** and other costs required to run the vehicle in excellent condition and also included cover running charges per Km run for 24 (twenty-Four) months, which should include cost of fuel oil. The total Km. runs for the period only a rough assessment. The Railway Administration reserves the right to decrease or increase the duration period of hiring and also increase or decrease the total KM as per Railway’s requirement without assigning any reason for any such curtailment or increase in the period or Km. and contractor will not be entitled to any compensation what-so-ever. The condition of the vehicle should not more than Five years old (preferably manufactured in the year 2021, 2022, 2023, 2024, 2025 and 2026. At any point of time vehicle should not be older than 5 years and the vehicle should be **BS-VI or latest** the vehicle must be **register to Commercial use** only having FASTags facility. The vehicle will be deployed primarily for the SSE/RRD/KGP Depot to meet the day to day TRD Maintenance work as well as breakdown restoration work.

8. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid &

resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-

compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---